

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA

Plaintiff

CIVIL NO. 19-02330

vs.

Leonard Collier
Elders Counseling Group, Inc.

Defendant

CERTIFICATE OF SERVICE

I do hereby certify that service of the foregoing Statement of Damages and Memorandum of Law in Support of Plaintiff's Motion for Default Judgment was made upon the following persons by mailing a true and correct copy thereof, postage prepaid, on this ____18th____ day of __August__ 2020, addressed as follows:

Leonard Collier
349 Meetinghouse Road
Jenkintown, PA 19046

Leonard Collier
1910 W Sligh Ave, Apt E107
Tampa, FL 33604

Leonard Collier
101 Greenwood Ave, Ste.
270Jenkintown, PA 19046

Elders Counseling Group, Inc.
101 Greenwood Ave.
Ste. 270
Jenkintown, PA 19046

Elders Counseling Group, Inc.
349 Meetinghouse Rd
Jenkintown, PA 19046

Respectfully submitted,

KML Law Group, P.C.

By: /s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esquire
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Philadelphia, PA 19106-1532
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PLAINTIFF'S STATEMENT OF DAMAGES
REQUESTED IN ITS MOTION FOR DEFAULT JUDGMENT

Plaintiff, through its undersigned attorney, is presenting the following breakdown of the amounts set forth in its Motion for Default Judgment:

1. On May 28, 2019, Plaintiff, United States of America, on behalf of its Agency, The United States Department of the Treasury, filed a Complaint seeking to collect on debt incurred by Defendants, Leonard Collier and Elders Counseling Group, Inc. ("hereinafter referred to as "Defendants"), pursuant to a promissory note and loan agreement for \$50,000.00 with interest initially accruing at a rate of 7.750% with Citizens Bank of Pennsylvania ("hereinafter referred to as "Lender") and fifty percent of which was guaranteed by the federal Small Business Administration. A copy of the original loan documents are attached hereto as Exhibit A.

2. From November 1, 2010 through March 5, 2013, Lender disbursed a total of \$52,974.54, and Defendants made payments totaling \$12,151.58.

3. The payments were applied as \$2,527.63 to the principal and \$9,623.95 to the interest. A copy of the payment history is attached hereto as Exhibit B.

4. Defendants became delinquent on the obligation on March 22, 2014, and the Small Business Administration paid the guaranteed amount and became holder of the Note.

5. Defendants owe Plaintiff the sums of \$45,743.68 principal, together with interest on the unpaid principal at the rate of 7.0000% per annum, \$8.77 per day, to April 3, 2019 in the sum of \$2,622.93 as set forth in Plaintiff's Complaint, plus interest on the unpaid principal at the rate of 7.0000% per annum, \$8.77 per day, from April 4, 2019 to February 4, 2020 in the amount of \$2,701.16, plus administration fees in the amount of \$17,451.87 for a total of \$68,519.64. Judgment is to accrue interest at the current legal rate, compounded annually until paid in full.

I hereby certify that the foregoing information is true and correct to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

KML Law Group, P.C.

By: /s/Rebecca A. Solarz, Esq.
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